

**SERVICES AGREEMENT
BETWEEN
CITY OF ONEIDA
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of latest of the dates within the fully executed signature page ("Effective Date") between City of Oneida ("Owner") and Barton & Loguidice, D.P.C. ("Consultant").

Consultant agrees to provide those professional services specifically described in Exhibit A ("Scope of Services") to Owner for Comprehensive Plan and Form-Based Zoning Overlay Code ("Project"), which is incorporated by reference herein.

Owner and Consultant further agree as follows:

1.01 Basic Agreement

- A. Consultant shall provide, or cause to be provided, the Services set forth in this Agreement, and Owner shall pay Consultant for such Services as set forth in Paragraph 4.01. In the event of any inconsistency between Exhibit A and the terms of this Agreement, the terms of this agreement shall control.
- B. The use of standard business forms, including but not limited to Owner's purchase orders, are solely for the convenience of the parties and none of the provisions thereof shall in any way limit, alter or modify the terms of this Agreement whether or not any such document is signed.

2.01 General Considerations

- A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- B. Consultant and its Subconsultants may use and rely upon the information, work product and services provided or performed by others, including, but not limited to, Owner's consultants, contractors, manufacturers, and suppliers.
- C. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.
- D. If, through no fault of Consultant, the orderly and continuous progress of Consultant's services is impaired, its services are delayed or suspended, or the Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

- E. The Owner shall notify the Consultant within (7) day's from when the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies on the Consultant's Instruments of Service.
- F. It is agreed that all final design documents prepared or furnished by Consultant under this Agreement as described in the Scope of Work, are instruments of service, and after final payment shall be considered the property of the Owner. Any reuse of such documents not for their intended purpose will be at the sole risk of the Owner.
- G. The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Consultant's template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.
- H. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- I. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- J. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.
- K. Consultant shall be responsible only for those Construction Phase services expressly required of Consultant in Exhibit A, Scope of Services. With the exception of such expressly required services in Exhibit A, Consultant shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services, unless otherwise added to the Scope of Services by supplemental agreement. Owner waives all claims against the Consultant that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Consultant in Exhibit A.
- L. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

- M. Owner shall bear full responsibility and liability for the generation, existence, or presence of any toxic, hazardous, radioactive, infectious, mutagenic, teratogenic, carcinogenic, explosive, combustible, or other dangerous substances ("hazardous materials") pre-existing at the site. Owner affirms certain additional responsibilities under the Agreement, including without limitation the following:
1. Owner shall grant or cause to be granted a license of right-of-way to Consultant to access all sites necessary for the performance of the Services under this Agreement.
 2. Owner shall furnish or cause to be furnished to Consultant all documents and information known to Owner that relate to the identity, location, quantity, nature, or characteristics of any hazardous materials at or near the site(s).
 3. Unless otherwise required by law or set forth in this Agreement, Owner shall be responsible for accurately locating and prominently marking all buried, concealed, or submerged pipes, tanks, cables, utilities or other man-made obstructions ("underground facilities") that may affect or be affected by Consultant's services.
- N. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's Services do not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations
- O. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.
- P. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.
- Q. Owner and Consultant may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If the Scope of Services does not establish protocols for electronic or digital transmittals, then Owner and Consultant shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

3.01 Insurance

- A. Owner and Consultant shall procure and maintain insurance as set forth in Exhibit B, "Insurance". Each party shall cause the other party to be listed as an additional insured on applicable general liability insurance policies.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Owner shall require Contractor to cause Consultant and its Subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Owner and Consultant shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit B, "Insurance". Such certificates shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Consultant and to each other additional insured (if any) to which a certificate of insurance has been issued.

4.01 Payment for Services

- A. Payment (Lump Sum Basis). Owner shall pay the Consultant a Lump Sum amount of \$214,928. Unless specifically indicated otherwise in this Agreement, Consultant's charges for subcontracted services shall be invoiced at cost plus fifteen percent and shall be in addition to the lump sum payment amount noted herein.
- B. Preparation of Invoices. Consultant will prepare an invoice in accordance with Consultant's standard invoicing practices and submit the invoice to Owner via the Owner's DOS voucher system. Invoices will be prepared on a percentage complete basis.
- C. Payment of Invoices. Invoices are due and payable promptly once the Owner receives reimbursement from the State. The parties agree that no interest or penalties would apply if State reimbursement is delayed; however, if Owner unduly fails to make a timely payment due Consultant in accordance with the included terms, the Consultant may, without liability, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

5.01 Additional Services

- A. If mutually agreed by Owner and Consultant, or if required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances, after written authorization by the Owner, Consultant shall furnish services in addition to those set forth above and in Exhibit A ("Additional Services").
- B. When reasonably practicable in Consultant's professional judgment, Consultant shall provide Owner a written request for authorization to perform Additional Services and obtain Owner's written authorization before performing said Additional Services. Consultant's written request may be transmitted by electronic mail or regular mail. Consultant's request shall include a description of the Additional Services required and an estimate of the cost thereof. If the Owner fails to authorize the Additional Services within seven (7) days after Consultant's mailing or transmission of Consultant's request, said request will be deemed to have been denied and Consultant shall have no obligation to perform said Additional Services, nor shall Consultant

bear any responsibility or liability for any costs, damages or delays resulting from the lack of said Additional Services.

- C. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any, at cost plus fifteen (15) percent.

6.01 Dispute Resolution

- A. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. If a dispute involves a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Consultant may seek to have its claim for fees resolved by a court of competent jurisdiction without first participating in mediation.

7.01 Accrual of Claims

- A. All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

8.01 Controlling Law

- A. This Agreement is to be governed by the laws of the state of in which the Project is located.

9.01 Indemnification and Liability

- A. The Consultant and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) but only to the extent caused by their own respective negligent acts, negligent errors or negligent omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

- B. In addition to the indemnity provided under Paragraph 9.01 A and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant and its officers, directors, partners, employees, and Consultant's Subconsultants from and against all costs (including attorneys' fees), losses, damages and liabilities arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, damage or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom.
- C. To the fullest extent permitted by law, Consultant and the Owner waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- D. In recognition of the relative risks and benefits of the Project to both the Owner and the Consultant, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims (including claims by third parties), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$100,000, or the amount actually paid to Consultant's for services rendered on this Project, whichever is greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action, including, without limitation, active and passive negligence, breach of contract, breach of warranty, tort, strict liability, or equity, or liabilities that might arise out of the parties' indemnification obligations, however alleged or arising, unless otherwise prohibited by law. The Owner specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

10.01 Successors, Assigns, and Beneficiaries

- A. Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 10.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

11.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Consultant:
 - 1) upon seven (7) days' written notice if Consultant believes that Consultant is being requested by Owner to furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - 2) upon seven (7) days' written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - 3) Upon seven (7) days' written notice if Owner fails to pay an invoice when due.
 - 4) In the event Consultant terminates this agreement for any of the above-specified reasons, Consultant shall have no liability to Owner on account of such termination or any resulting costs, damages or delays.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 11.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
2. For convenience, by Owner effective ten (10) days after the receipt of written notice by Consultant.
 - a. The terminating party under Paragraphs 11.01.A.1 or 11.01.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - b. In the event of any termination under Paragraph 11.01.A.1, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.
 - c. In the event of termination by Owner for convenience or by Consultant for cause, Consultant shall be entitled, in addition to payment for those items identified in Paragraph 4.01, to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts with Consultant's Subconsultants, and other related close-out costs, using reasonable methods of calculation including the methods and rates for Additional Services as set forth in Paragraph 5.01.

12.01 No Third Party Beneficiaries

- A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Consultant.

13.01 Waiver

- A. Non-enforcement of any provisions by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14.01 Confidentiality

- A. Owner and Consultant agree that:
 - 1. neither party nor any of their employees or authorized representatives will disclose, sell, transfer or make available to third parties any Confidential Information (as defined below) of the other party except to employees, agents or subconsultants who need to know such Confidential Information in the performance of their duties;
 - 2. each party will use the Confidential Information solely for the purposes of carrying out their responsibilities and obligations under the terms of this Agreement;
 - 3. each party will take those precautions reasonably necessary to maintain the confidentiality of the other party's Confidential Information; and
 - 4. upon request from the other party, each party shall return, or at the request of the other party destroy, all copies of the other party's Confidential Information, once it is no longer needed or permitted for use.
- B. For purposes of this Agreement, Confidential Information shall mean all trade secrets, proprietary information, know-how, processes, and other information and any tangible evidence, record or representation thereof, financial information, business information and documents, the intellectual property of each party and other information, not generally known to the public, which is confidential or proprietary. Confidential Information shall not, however, include information which:
 - 1. was published or was otherwise available to the public prior to its being disclosed hereunder;
 - 2. is published or otherwise becomes available to the public after its receipt from the disclosing party through no act or failure on the part of the receiving party;
 - 3. was known to the receiving party prior to its receipt from the disclosing party as established by the recipient's written records; or
 - 4. was acquired by the receiving party from a third party under no obligation to maintain its confidentiality.
- C. Owner and Consultant agree that this confidentiality provision shall continue in force for a period of one year subsequent to the date of the last Project invoice sent by Consultant to Owner.

15.01 Total Agreement/Severability

- A. This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

OWNER: City of Oneida

CONSULTANT: Barton & Loguidice, D.P.C.

By:

Kyle Lovell

AB34F4082541F0251BB2F26FF41EE83B

contractworks.

By:

Kenneth M. Knutsen

2A41067409AEF88D5749D3F8DDB0C358

contractworks.

Name:

Kyle Lovell

Name:

Kenneth M. Knutsen

Title:

City Manager

Title:

Senior Vice President

Date

Date

Signed:

11/12/2025

Signed:

11/12/2025

Address for giving notices:

Address for giving notices:

City of Oneida, Attn: Kyle Lovell, City Manager

Barton & Loguidice, Attn: President

109 North Main Street
Oneida, New York 13421

443 Electronics Parkway
Liverpool, New York 13088

Exhibit A – Scope of Services

SCOPE OF SERVICES

Our proposed scope of service on the following pages illustrates the planning and zoning update processes occurring sequentially, and generally in alignment with the progression of tasks in your RFP. In this approach the code updates would begin as the Comprehensive Plan is submitted to City Council for adoption - the Plan needs to inform the Code.

The B&L team is committed to adhering to the scope of services outlined in the Request for Proposals. For the sake of conveying a chronological progression of our proposed Scope of Work and planning process, we have outlined tasks in order with the corresponding RFP tasks/items to illustrate how they align.

PROJECT A: CITY OF ONEIDA SMART GROWTH COMPREHENSIVE PLAN

TASK A1: PROJECT KICK-OFF AND COMMUNITY PARTICIPATION PLAN (RFP Tasks A1 and A2)

The Project Advisory Committee (PAC) will be comprised of elected official as well as community stakeholders, leaders, influencers and residents to ensure the plan meets the diverse needs of the community. Overseen by the committee, the process includes stakeholder and public engagement, grounded in the project's strategic goals and a commitment to gaining meaningful input that will inform plan development and help ensure successful implementation.

The first meeting with the PAC will be the formal project kick-off. With the PAC, we will refine the project schedule, identify existing plans and studies for review, and facilitate a Strengths, Weaknesses, Opportunities, and Threats (SWOT) brainstorming session. This exercise is beneficial for two reasons. First, it provides an initial opportunity for our team and the PAC to work together and build a relationship. Second, it provides an early indication of what issues and opportunities are of greatest importance to the City of Oneida.

As part of this task, we will also work with the PAC and City Staff to develop a draft Community Participation Plan (CPP) that will outline the public outreach and participation approach and timeline of activities, including, but not limited to:

- One-on-one stakeholder interviews and small group dialogues with community groups and organizations
- Community survey and other mechanisms for gathering feedback and input on an on-going basis

- Public open house designed to provide project information and gather input and feedback at specific process milestones
- Project web page with project information and materials including meeting materials and project documents and contact information
- Public relations activities including press releases, meeting notices, media interviews, project feature stories and articles, etc.
- Collateral and other traditional tools to build awareness of the project and its benefits to the community and its residents and inform stakeholders about opportunities for public participation
- Digital tools including social media and project overview video to build awareness of the project and its benefits to the community and its residents and inform stakeholders about opportunities for public participation

The completed CPP will serve as the roadmap for stakeholder and public engagement and outreach activities and the roles and responsibilities of involved parties.

Deliverables:

- Project meeting held with appropriate parties and the B&L team
- Submit to the PAC a written meeting summary outlining agreements/understandings reached

Project Advisory Committee Meetings

Important to note, it is at this meeting where the B&L team will discuss with the PAC and participating stakeholders the timing and progression of monthly committee meetings. Nobody wants to meet just to meet, however, in our experience with planning and design projects, identifying monthly milestones helps keep projects on the critical path to sustained momentum and success via the use of monthly committee meetings. Our CPP will identify the work tasks that will be completed prior to and after each monthly meeting in support of PAC reviews, ideas sharing, and keeping the project on track and on budget.

Deliverables:

For each committee meeting the B&L team will prepare:

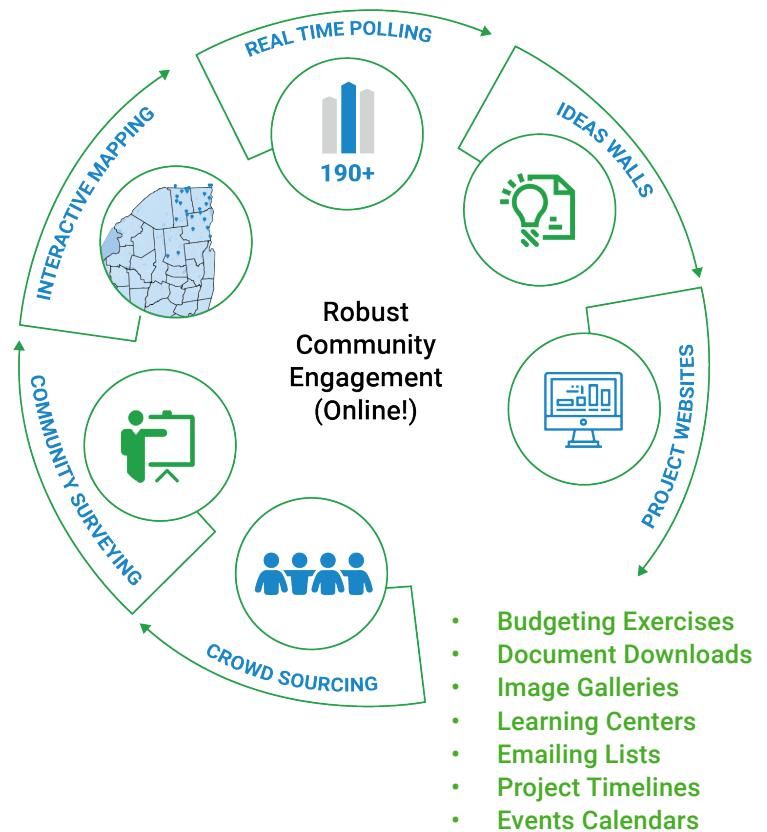
- Meeting agenda, all meeting materials including PowerPoint presentations, maps, concept designs, meeting summaries and other materials necessary.

TASK A2: COMMUNITY SURVEY AND STAKEHOLDER INTERVIEWS (RFP Task A3)

For many of our community planning and design projects, B&L has had great success reaching critical members of the community by developing and managing a project website that is actively used and provides positive reactions from the community. Therefore, we recommend utilizing a similar strategy for the Oneida Comprehensive Plan and Zoning Code update, building off our longstanding local familiarity with these online tools.

Project Website and Community Survey

B&L will develop a project website and assist the PAC with the development of a Community Survey to kick-off the Comprehensive Plan process using a combination of SurveyMonkey and Poll Everywhere. SurveyMonkey is a standard community survey platform widely used for a variety of data collection purposes. Poll Everywhere encourages dialogue using live online polling, surveys, Q&As, quizzes, and word clouds, which we like to apply at committee meetings and public workshops. The idea is to develop survey materials with the intent of understanding key issues, assets, and opportunities as observed and of concern to City residents, business owners and other interested parties. The survey will be hosted on the project website. This means that the majority of participants will be asked to complete the Community Survey online; however, print-outs will be made available by request for those unable to fill-out the form online. Upon closing of the Community Survey, B&L will provide a summary of results and key implications.



OUR ONLINE PLATFORMS

B&L uses several well-known platforms to provide quality online engagement services. These platforms include:

1. Social Pinpoint
2. SurveyMonkey
3. ArcGIS StoryMaps
4. ArcGIS Web AppBuilder
5. ArcGIS Hub Sites
6. ArcGIS Experience Builder
7. Poll Everywhere (example mapping results figure on next page)

SEE EXAMPLES OF OUR ONLINE SITES

Visit the project websites below to preview some of our online engagement efforts:

- » <https://townofbrighton.org/climate-action-plan> (website through ArcGIS HUB, Ideas Wall and Brighton Climate App through SPP)
- » <https://bartonloguidice.mysocialpinpoint.com/mayville-waterfront>
- » <https://bartonloguidice.mysocialpinpoint.com/shatford-memorial-park-master-plan>
- » <https://lockportny.gov/plan-code-updates>
- » <https://bartonloguidice.mysocialpinpoint.com/chautauqua-co-lake-fund>
- » <https://bartonloguidice.mysocialpinpoint.com/chautauqua-mayville-plan>

The launch of the project website and Community Survey will allow the Comprehensive Plan process to begin with strategic marketing and promotion materials intended to advertise the project's startup, timeline, and important news and updates about how to stay actively involved throughout the planning process.

Interactive Map

In an ongoing effort to obtain critical input from the public and also to inform the development of the Plan's Future Land Use Strategy or Community Development Framework later on in the planning process, B&L will develop an Interactive Map to be hosted on the project website. The Interactive Map will serve as a crowdsourcing platform for the Comprehensive Plan; map users will place publicly-visible comments onto a map of the City to share their ideas with other community members and engage in a brainstorming activity.

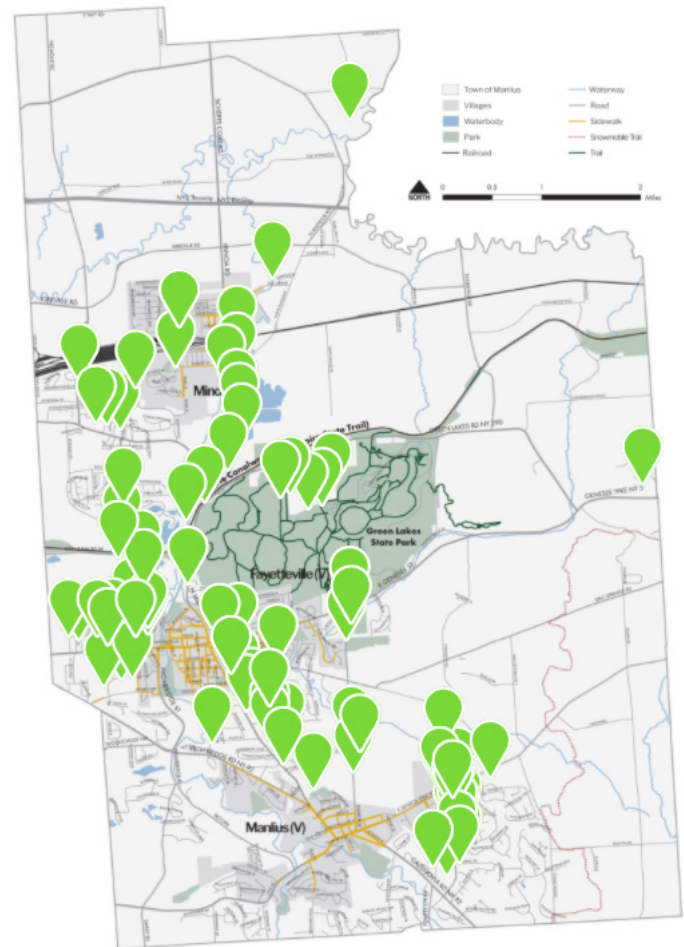
Stakeholder Interviews

Lastly, individual one-on-one interviews or small group dialogues will be scheduled with stakeholders engaged in prior planning efforts in the City of Oneida and other key stakeholders and potential implementation sponsors. These meetings are intended to be personal dialogues with City/County/Regional agencies, school districts, neighborhood organizations, business owners, and senior citizens, among others. The goal will be to gather additional relevant information and insights and feedback on plan elements and projects based on their unique perspective related to the audiences they serve and their needs.

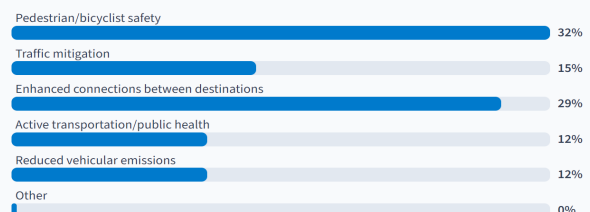
Deliverables:

- Project website hosted via Social Pinpoint
- Draft and final community survey questionnaire (hosted via Social Pinpoint)
- Summary of survey results
- Summary of interactive map findings and recommendations
- Agendas, meeting materials and summaries from stakeholder interviews

Where do you feel sidewalks are needed in the Town?



What are your main concerns related to sidewalks and greenways within the Town?



The two images above are examples of live polling questions utilized to collect stakeholder perspectives during a bicycle and pedestrian mobility focus group facilitated for the Town of Manlius comprehensive plan. Attendees used their mobile devices to access the polling platform and drop pins on a series of map images and submit responses to several questions. Their cumulative results were presented to the focus group participants in real-time and used to guide conversation during the event.

TASK A3: COMMUNITY PROFILE (RFP Tasks A4 and A5)

This task consists of a review and analysis of existing social, economic, and environmental conditions within the City. Although listed as Task 3, our team has already begun reviewing this information and will continue to do so to prepare for project initiation at the start of the planning process.

Inventory and Analysis

Existing Plans & Studies. Review and synthesize the relevant elements of the City's existing Comprehensive Plan, the DRI Strategic Plan and other previously completed plans and studies, as well as the City's zoning and land use regulations. This summary will help inform the vision and goals of the Plan.

Demographics & Economic Trends. Compile local population, household, and income data, including comparisons to regional trends and conditions. Included in this summary is a review of recent residential, commercial, and industrial development for the City and region. This initial socioeconomic analysis is important for developing future land use, utility, and transportation recommendations that can support or redirect investment as necessary.

Understanding local demographic and market trends is important to ensure the City's long-term economic goals are well-informed and obtainable.

Environmental Conditions and Concerns. Identify the location of water resources and wetlands, brownfields, as well as other critical natural features and known or suspected environmentally contaminated sites. Our team will be responsible for analysis of the conditions, opportunities, and constraints of such environmental resources on infrastructure, investment, and quality of life.

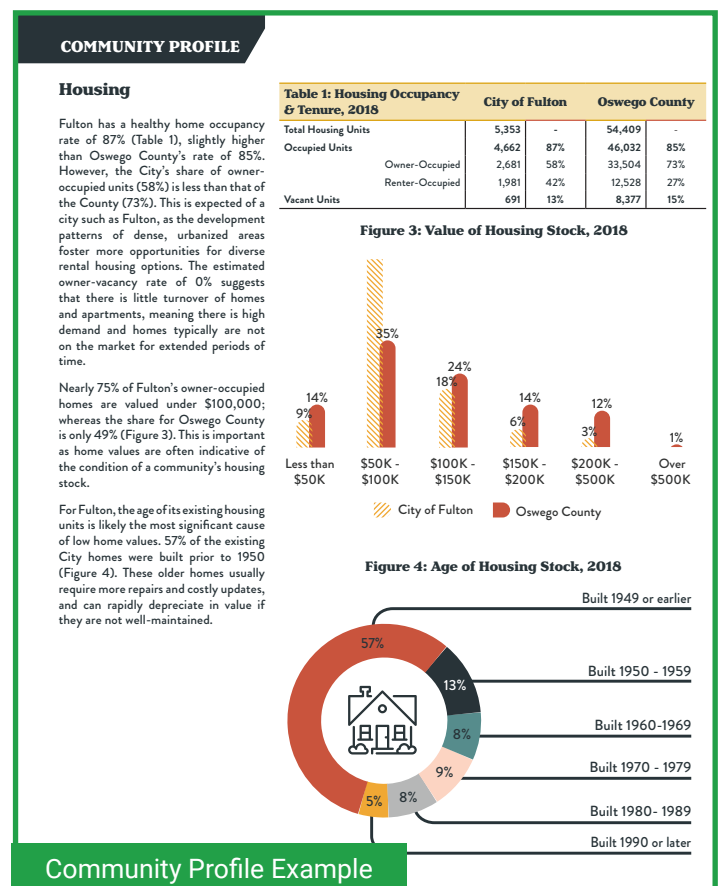
Public Infrastructure. Conduct an assessment of public facilities and infrastructure located within the City. This includes the local water and sewer system, parks and recreation facilities, community services/ resources, and multi-modal transportation network. The team will contact the appropriate local and regional officials regarding identified deficiencies, planned capital projects, and future needs, as necessary.

Land Use and Zoning. Assess the existing type and character of land use and zoning in the City. Land uses explored will include not only residential, commercial, and industrial uses, but also environmentally critical areas, educational, recreational, and historical resources. This assessment will be paired with an analysis of the City's current zoning code to create a foundation for the zoning code amendment effort.

Community Profile

The information collected in the previous tasks will be incorporated into the Community Profile section of the Plan. It is anticipated our team will create a series of GIS base maps and infographics to clearly and concisely illustrate the inventory and analysis data. At a minimum this will include graphics of community data and trends as well as maps of the City's existing environmental features, infrastructure and utilities, multi-modal transportation network, community resources, land use, and zoning.

The Community Profile is intended to be an overview of relevant topics rather than an exhaustive, detailed study of the existing conditions.

**Deliverables:**

- A Draft Community Profile, including a summary of implications, will be provided prior to a PAC meeting for review. Revisions will be made as necessary based on PAC comments.

TASK A4 – COMMUNITY WORKSHOP NO. 1 (RFP Task A6)

Encouraging open public participation in the planning process demonstrates transparency and creates ownership of the plan with residents, business owners, community leaders, and other stakeholders throughout the process. It is important to engage in meaningful dialogue with stakeholders and the public to help build community consensus and support of the resulting plan's vision and recommendations.

Community Visioning Workshop #1

While the timing and scheduling of the work sessions will be determined by the PAC and City Staff, we suggest holding the first workshop following completion of Tasks A1 and A2 and along the same timeline as Task A3. B&L will facilitate a Community Workshop to introduce the planning process to the public and conduct an issues and opportunities identification polling session based on the findings of the Community Survey.

We will also use this early opportunity to start to identify and frame what City staff, officials, business owners and developers that will be invited, and other stakeholders see as issues with the current city zoning code. We anticipate that this Workshop will be held in person, and recorded for posting to the project website. The findings of the Community Workshop will be summarized by B&L and provided to the PAC.



Deliverables:

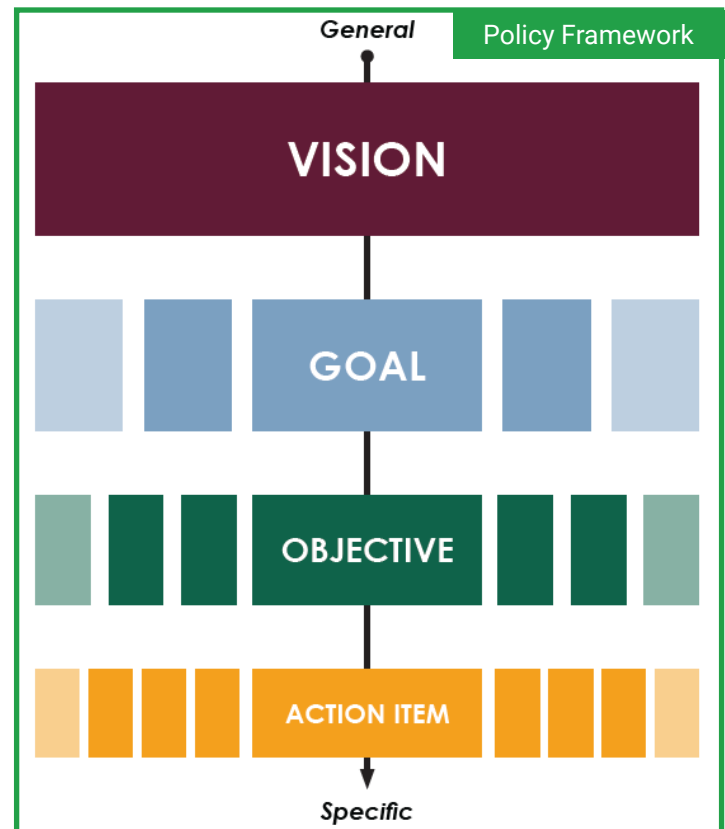
- All presentation materials, supporting maps and graphics, press releases and other PR materials to advertise the workshop.
- Workshop summaries

TASK A5 – DRAFT COMPREHENSIVE PLAN (RFP Task A7)

The Draft Comprehensive Plan will combine several components and deliverables of the planning process including the Community Profile from Task A3, and the Policy Framework, Community Development Strategy, and Action Plan (prepared during this Task) into one document. Our team will also draft a brief Executive Summary of the Plan to include in the final document. The Draft Plan will be provided to the PAC for their review and comment at a PAC meeting.

Policy Framework

Utilizing the appropriate sections of the existing Comprehensive Plan, as identified by the PAC, City, and public, our team will prepare a Draft Policy Framework. At the corresponding PAC meeting, the vision, policies, and objectives will be introduced and discussed. This phase of the planning process is very important in determining the overall structure, framework, tone, and direction of the updated Comprehensive Plan; therefore, the discussion for each of the policy areas is expected to be substantive.



VISION & POLICY

In order to be successful, a community's comprehensive plan needs to be developed and implemented on multiple levels. It must address the short- and long-term needs of a community as well as provide varying levels of detail. The intent of the policy framework is to be future-oriented, acting as a guide for elected officials, leaders, residents, and stakeholders to achieve the community's overall vision in everyday decision-making. The City of Fulton's Policy Framework has four key elements:

VISION

A general statement that describes the aspiration of the City. It is an end towards which all actions are aimed. The vision should not dramatically change over time but rather be consistent throughout the planning horizon. Ideally, the vision contained in this Plan should be useful for the 10-year planning horizon.

POLICY

Similar to the vision statement in that it is a general concept of a future condition towards which actions are aimed. However, the scope of a policy is much more narrow. It should support the position statement by addressing a specific topic area(s) or issue(s) facing the community. Policies should not dramatically change over time, but rather be consistent throughout the planning horizon.

OBJECTIVE

A statement of a measurable activity to be accomplished in pursuit of a policy; referring to some specific aspiration that is reasonably attainable by the City and its partners. Think in terms of actions such as "increase," "develop," or "preserve." It should be noted that the City might already be undertaking some of the objectives articulated in this Plan; including them helps ensure these efforts are continued until they have been achieved. The typical lifespan of an objective is 6 to 10 years.

ACTION ITEM

A specific proposal to accomplish an objective; it can take the form of a plan, project, program, or action by decision-makers or community leaders. The lifespan of an action can be immediate or vary from one to 10 years, depending on the item.



Policy Framework

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Community Development Strategy (CDS) and Action Plan

Upon review and acceptance of the Policy Framework by the PAC and City, our team will refine a Draft CDS and Action Plan. While it is expected that the input and preferences of the City will be reflected in these sections, our team will also present additional concepts and ideas based on land use best practices, sustainability, climate action and resiliency planning.

Community Development Strategy. A CDS outlines the preferred pattern and character of future land uses and development in the City. This section of the comprehensive plan may include concept design, renderings and/or graphics, maps, and supporting narratives. It should be noted that the purpose of a community enhancement or future land use strategy is not to prescribe land use and development parcel by parcel. Rather, it is intended to be a general indication of land use areas designated for preservation, investment, or change over time. Oneida's strategy may include, but is not limited to, the identification of protected lands, mixed-use activity centers, commercial corridors, low, medium, and mixed density neighborhoods, and transportation networks. The CDS will ultimately

provide a road map for development, enhancement, and preservation activities, guiding decision-makers and identifying the regulatory tools, standards, and policies necessary to achieve the City's vision. This section of the Comprehensive Plan will identify recommended Zoning Code updates at this stage, which will be noted and incorporated into the amendment process, as applicable.

Action Plan. One of the key components of the Plan will be the identification of actions necessary to implement the vision, policies, and development strategy for the City of Oneida. Our team will identify a series of action items based on public input and the Community Profile to achieve the vision identified throughout the planning process up to this point. With PAC guidance, this will result in a prioritized Action Plan or Matrix, with timelines, responsible parties, partners, and/or funding sources for each item.

The Action Plan will outline potential capital expenditures, programs, projects, and policy initiatives necessary for long-term success. Topics recommended for future study will also be outlined in this section of the Plan. This information will be organized in a visually interesting and user-friendly format so community leaders and residents may understand the necessary next steps and become champions of the Plan, keeping it in action and "off the shelf."

Deliverables:

- Draft Comprehensive Plan submitted to the PAC for review, inclusive of all report components prepared to date.

TASK A6 – COMMUNITY OPEN HOUSE AND PAC PUBLIC HEARING (RFP Tasks A6 - Workshop No. 2 and A8)

Incorporating input from the PAC obtained in Task A5, our team will refine the Draft Comprehensive Plan. At this point the Plan will have been reviewed by the PAC, and the Draft Plan will be ready to be presented to the public and formally recommended to the City Council. At this stage in the process, our team has found success hosting a Community Open House, which begins with a brief presentation of the project purpose, process, and Plan chapters to introduce the public to the draft Plan, then breaks out into a poster gallery session to review boards summarizing the contents of the draft Plan in more detail and offering an opportunity to provide feedback. It is important to note that NYS City Law §28-a stipulates that if a special board or committee prepares the comprehensive plan or plan update, that committee must hold its own public hearing prior to

referral of the plan to the City Council (see graphic to the right). To ensure compliance with this section of NYS Law, we propose that a corresponding PAC meeting be held immediately after the Community Open House, advertised as a Public Hearing and resulting in a formal resolution by the Committee recommending the Draft Comprehensive Plan for review by the City Council.

Deliverables:

- All presentation materials, supporting maps and graphics, press releases and other PR materials to advertise the Open House.
- Open House summaries
- Summary of comments and recommendations prepared by the City Council to be addressed and incorporated into the final plan and prior to making the draft available for public review.

TASK A7 – STATE ENVIRONMENTAL QUALITY REVIEW AND COUNTY GML-239 (RFP Tasks A9 and A10)

The B&L team will complete a long Environmental Assessment Form (EAF) for the action(s), as required by NYS Law. While the RFP suggests the completion of a Generic Environmental Impact Statement (GEIS), it is not required by NYS Law for Comprehensive Plans, and in our experience, the preparation of an EIS is not the highest and best use of fund resources for Comprehensive Plans considering all future implementation actions would likely require their own standalone SEQRA review, and in some cases, their own respective GEIS. It is widely understood by local and state officials that trying to identify very specific potential adverse environmental impacts of each recommended project or policy action summarized in a municipal Comprehensive Plan is too nebulous to rely on its accuracy, and likely would require redundant SEQRA reviews in the future once implementation of said actions of the Plan are carried out. As such, a GEIS is not included in the scope of this project as we suggest spending those resources on a more robust planning process and preparing an implementable Plan document. If a GEIS were deemed necessary, additional negotiation would be required.

Also required by NYS General Municipal Law (§239-m) is the referral of the Comprehensive Plan to Madison County. Our team will assist the City in the preparation of materials for referral and coordinate with the County Planning Department as necessary.



Deliverables:

- All agendas, presentations, maps/graphics, and other materials necessary to conduct the Open House and Public Hearing.
- The City will ensure that formal minutes from the Public Hearing is prepared with support from the B&L team and PAC.
- Minutes and summaries from the GML-239 review will be provided and made a part of the public record in the Final Plan document.

TASK A8 – FINAL COMPREHENSIVE PLAN, PUBLIC HEARING AND CITY ADOPTION (RFP Tasks A11 and A12)

Following the Open House, PAC Public Hearing, and comments from Madison County Planning & Development, B&L will address final comments and assemble the final plan document.

At this point in the planning process the City Council is required to hold a public hearing. Our team will prepare the meeting materials and facilitate the public hearing as desired by Council. Upon adoption by resolution, our team will provide the City with the final version of the City of Oneida Comprehensive Plan.

TASK A9 – PROJECT REPORTING AND GRANT ADMINISTRATION (RFP Tasks A13 – A15)

MWBE Reporting

The City will be required to use the New York State Contract System (NYSCS) to record payments to contractors/subcontractors (including a breakdown of payments issued to state-certified MWBE firms). The City will submit required utilization plans. The B&L team is well-versed in DOS project reporting and MWBE forms and will take the lead in completing these forms on behalf of the City.

Deliverables:

- Ongoing reporting through NYSCS during the contract duration

Project Status Reports

The City or the B&L team will submit project status reports semi-annually (every June 30 and December 31) on the DOS form provided, including a description of the services/deliverables accomplished, the status of all tasks in this work plan, a schedule of completion of remaining tasks, and an explanation of any problems encountered.

Deliverables:

- Completed project status reports submitted to the department during the contract duration
- Final Project Summary Report and Measurable Results Form
- The City and the B&L team will work with the DOS project manager to complete the Final Project Summary Report and Measurable Results form.

Deliverables:

- Completed Final Project Summary Report and Measurable Results form submitted to the DOS

PROJECT B: CITY OF ONEIDA REGULATORY CODE REVISIONS OR FORM-BASED CODE ZONING OVERLAY

Upon review of the projects outlined in the DRI Strategic Plan and based on our knowledge and review of the current City zoning code, many of the projects proposed in the DRI are either not permitted by right or restricted in some way through outdated bulk and design requirements. Using the Oneida City Center Design Guidelines as a starting point, suggested updates to the City's zoning regulations will seek to respond to the need for fostering the development of a variety of housing options, ensuring accessibility to the City's multi-modal transportation network, providing for a unique mix of land uses, and promoting a more sustainable

compact building design. In the end, the update to the City's zoning code through the creation of a form-based overlay within the DRI boundary is intended to better align with the goals of the DRI Plan and future development trends and activity likely coming Oneida's way.

Of course, the new code and overlay must also be in accordance with what will at this point in the project process be your new Comprehensive Plan.

Summarized below is our proposed planning process and tasks to achieve the goals of your zoning code update. Again, we have provided the proposed tasks as our team suggests they unfold while also responding directly to the tasks outlined in the RFP. For sake of clarity, we have provided annotations for each proposed task that shows how it aligns with the RFP tasks.

TASK B1 – ZONING KICK-OFF MEETING

The B&L team views the kickoff meeting as essential to getting everyone involved and building consensus on the zoning update. It provides time for introductions; promotes discussions regarding roles, responsibilities, and project expectations; and helps the project team understand the committee's perceptions of the existing zoning issues as well as those presented in the new Comprehensive Plan, including form-based code land use regulations for the DRI area.

We will begin to discuss the public design process and logistics during the kickoff meeting. We will work closely with the committee, and draw upon our collective local knowledge, to answer three questions:

- Who do we talk to?
- Where and when should we talk to them?
- How best do we get the word out?

We propose working with the City to host project-related documents using the project website (also shared on the City's website). In the time surrounding the public workshops, B&L will use its Social Pinpoint software license to bring our in-person engagement into the digital plane, enabling truly equal participation capability for hybrid meetings.

Deliverables:

- Kickoff meeting summary notes and other necessary meeting materials.

TASK B2 – INITIAL REVIEW AND ANALYSIS (RFP Task B1)

Prior to beginning any code reform, a clear vision for the desired physical form of future development and/or preservation should be in place. With the Comprehensive Plan now adopted, our proposed process is designed to facilitate the flow of information and document the vision that the code will implement.

Existing Materials Review, Zoning and Regulatory Framework Analysis, and Community Character Analysis

As part of this task, B&L will complete a zoning code gap assessment memorandum that provides an analysis of the City's existing code based on our observations and proposed approach for the amendment. Through the lens of Smart Growth principles and the vision developed during the comprehensive plan, the memorandum will effectively serve as a checklist, or "crosswalk", for the zoning code update that ties issues raised with actionable changes to the code.

A thorough review of existing regulations impacting new development and redevelopment will be conducted to identify potential barriers and necessary adjustments to align with the proposed code amendments. A detailed examination of Oneida's urbanism, architecture, land uses, and existing design guidelines will be conducted to inform the amendment of the zoning code. It is anticipated that land use and development regulations and procedures for areas within the DRI boundary will be governed by a form-based code.

We propose a corresponding PAC meeting be held to review and discuss the draft memo.

Deliverables:

- Draft zoning gap analysis memorandum, meeting summary notes and other PAC meeting materials.

Site Analysis and Stakeholder Interviews

We find this task to be very instrumental in gathering first-hand knowledge of the key land use issues to be addressed. We suggest a walking tour of the DRI area be conducted and use this site analysis to gather imagery and precedence that will allow images to speak louder than words for everyone on the project team by allowing B&L, project partners, and City staff and officials to experience land development and community character conflicts in their specific geographic contexts. Ideally, the site analysis can be followed by the previous PAC meeting, while the information is fresh.

This information will be critical for our urban designers to understand before developing graphics and regulations based on building and land form and function, as opposed to the compatibility of uses and nuisances.

B&L will also conduct interviews with key stakeholders from City departments and officials as well as members of City boards, agencies, and commissions. The purpose of the interviews will be to develop an understanding of the current issues and obstacles with the existing zoning code and identify procedural items that will need to be evaluated and addressed as part of the general code update and the integration of the Form-Based Overlay.

We propose a corresponding PAC meeting be held following the stakeholder interviews and before the subsequent workshop.

Deliverables:

- Community tour photos, summary of interview findings, meeting summary notes and other PAC meeting materials.

Media Coverage

Public relations/media relations activities will be designed to provide regular process updates to the public and keep the media up to date on current status, next steps and opportunities for stakeholder/public participation. Activities may include:

- Spokesperson – Identification of an initiative spokesperson who can answer questions in both face-to-face and remote environments.
- Talking Points – Development of talking points for the spokesperson and all committee members.
- News Releases/Public Relations Videos – On a monthly basis/as activities warrant, releases (traditional and repurposed videos above) will be specific to general education/awareness and project progress/milestones.

Website

Using the same website for the Comprehensive Plan process, we will update to include the Zoning process for easy access to project purpose, process, status, next steps and related documents and opportunities for stakeholder/public participation. The landing page will have a mechanism for gathering feedback throughout the process. The goal is to educate users about the purpose and benefits of the code update in a timely manner. The landing page will serve as the main source of project information and updates.

TASK B3 – PUBLIC DESIGN PROCESS (RFP Task B2)

Design Charrette

B&L's approach to the design charrettes for this project is to encourage a participatory planning process that assembles business owners, residents, and specific stakeholder groups with our interdisciplinary planning and design team to create a framework for the form-based code overlay. It differs from a traditional community consultation process in that it is design based. In addition, as opposed to traditional planning exercises that can take months or longer to be finalized, our approach to this proposed charrette is to compress the time into a single, day-long design symposium. Participants will work together in brainstorming sessions, sketching workshops, and other exercises through a series of feedback loops. Meetings will take place with participants coming together as a group at set times or breaking off into smaller working groups.

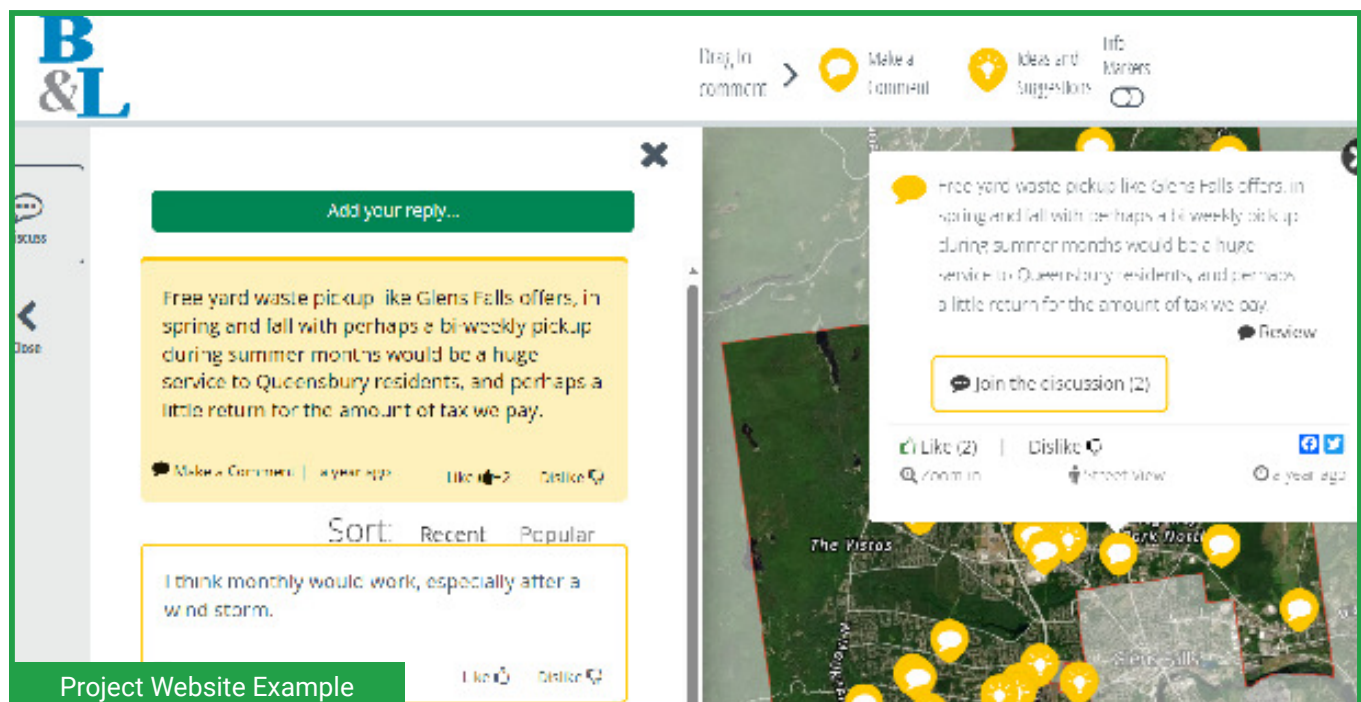
Our team will involve as many stakeholders as possible in a set of short, intensive design meetings throughout the day. In these collaborative, hands-on sessions, participants help our planners and designers root out potential problems, identify and debate solutions, and create a framework for buildable, realistic designs that goes beyond a simple vision statement or wish list. This information will directly inform the form-based code and will be used to make the vision into a reality.

The B&L team is focused on ensuring your form-based code functions as a land development regulation that fosters predictable built results and a high-quality public realm by using physical form (rather than traditional separation of uses) as the organizing principle for the code. A form-based code is a regulation, not a mere guideline, and offers a powerful alternative to conventional zoning regulations.

We want this design process to address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks. The regulations and standards in your form-based code will be presented in both words and clearly drawn diagrams, graphics, and other visuals.

Deliverables:

- Products of this task will include all outreach and presentation materials and a design charrette summary package to be reviewed by the PAC.



TASK B4 – DRAFTING THE FORM-BASED CODE (RFP Task B3)

Design Parameters for the Form-Based Code

Utilizing the information received as part of the stakeholder interviews and public design process and the recommendations of the zoning code gap assessment, our team will prepare a preliminary draft of the revised zoning districts framework, including a new Overlay section focused on design intent, details, standards and procedures for the form-based code. This framework may include traditional base districts for other areas of the City outside of the DRI boundary, as well as the Overlay and any special purpose districts. The proposed amendments to the districts and map will be dependent on the information obtained in previous tasks, but code elements typically reviewed and revised include:

Traditional Zoning Districts

- District Purpose Statements
- Permitted and Specially Permitted Uses
- Bulk and Dimensional Regulations
- Specified Use Requirements
- District Boundary Adjustments

Form-Based Overlay

- Building and Site Design Requirements
- Landscaping and Screening Standards
- Roadway, Complete Street, and Public Space

Design Requirements and Standards

- Building Form and Massing Standards
- Building Lot and Type Requirements
- Other necessary design components to be addressed

Additionally, a preliminary zoning map will be prepared as part of this task to reflect any proposed amendments to the boundaries of the zoning districts. The draft district and map materials will be submitted to the PAC prior to the corresponding meeting for their review and comment.

Preliminary Administrative and Review Procedures

It is unclear at this time how much effort will be required to update the administrative sections of the City's zoning code. The results of the previous tasks will help inform much of this portion of the update. However, we anticipate working with the PAC and City staff to identify opportunities to streamline the review process and clarify procedures for administration and enforcement, including:

- General Application Provisions
- Review Authorities & Procedures
- Nonconforming Uses & Structures
- Enforcement
- Definitions
- Other Administrative Sections identified throughout the process

Once the Preliminary Administrative and Review Procedures are drafted, they will be provided to the PAC for their review.

Integration of the Form-Based Code Overlay

Assistance will be provided to integrate the Form-Based overlay into the existing regulatory framework, proposing necessary amendments and ensuring alignment with state and local legal requirements.

The City Council will be invited to provide their feedback. Council comments will be added to the zoning code assessment memo as an appendix. We propose that a corresponding PAC meeting be held during this task.

TASK B5 – REFINING THE FORM-BASED CODE (RFP Task B4)

B&L will present the first draft of the updated code to City staff, officials, and key stakeholders, gathering input for refinements. The draft will be reviewed for consistency with the comprehensive plan and presented in an accessible format. This task will involve a corresponding meeting with the PAC, stakeholders and City staff to gather input and refine the draft code based on feedback.

A second draft of the updated code will be prepared based on consolidated feedback and presented to the City for review and further input.

B&L will make final revisions to the code based on feedback and submit the final draft for approvals, including preparation of GIS maps depicting code parameters for online review.

Deliverables:

- First and second drafts of the updated City of Oneida Zoning Code that reflect the services/deliverables completed under Tasks B4 and B5 above.

TASK B6 – SEQRA COMPLIANCE

Materials necessary for compliance with SEQRA will be prepared and submitted to the City for review, ensuring adherence to environmental quality review requirements. It is anticipated that while the zoning code update will be categorized as a Type 1 action under SEQRA, it is difficult to know at this time whether it will result in a positive declaration. Therefore, our proposal assumes at this time that a generic environmental impact statement will not be required.

Deliverables:

- All required SEQRA documents for Type 1 Action with a negative declaration, including a Long EAF and Lead Agency coordination.

TASK B7 – APPROVAL PROCESS

The consultant team will assist during the approval process, participating in presentations, collecting feedback, and providing support for revisions. Additionally, support will be provided for County Planning Board review, and the public hearing as necessary.

Deliverables:

- Draft template resolutions and presentation materials
- Final code documents that include all sections as outlined in the previous tasks.

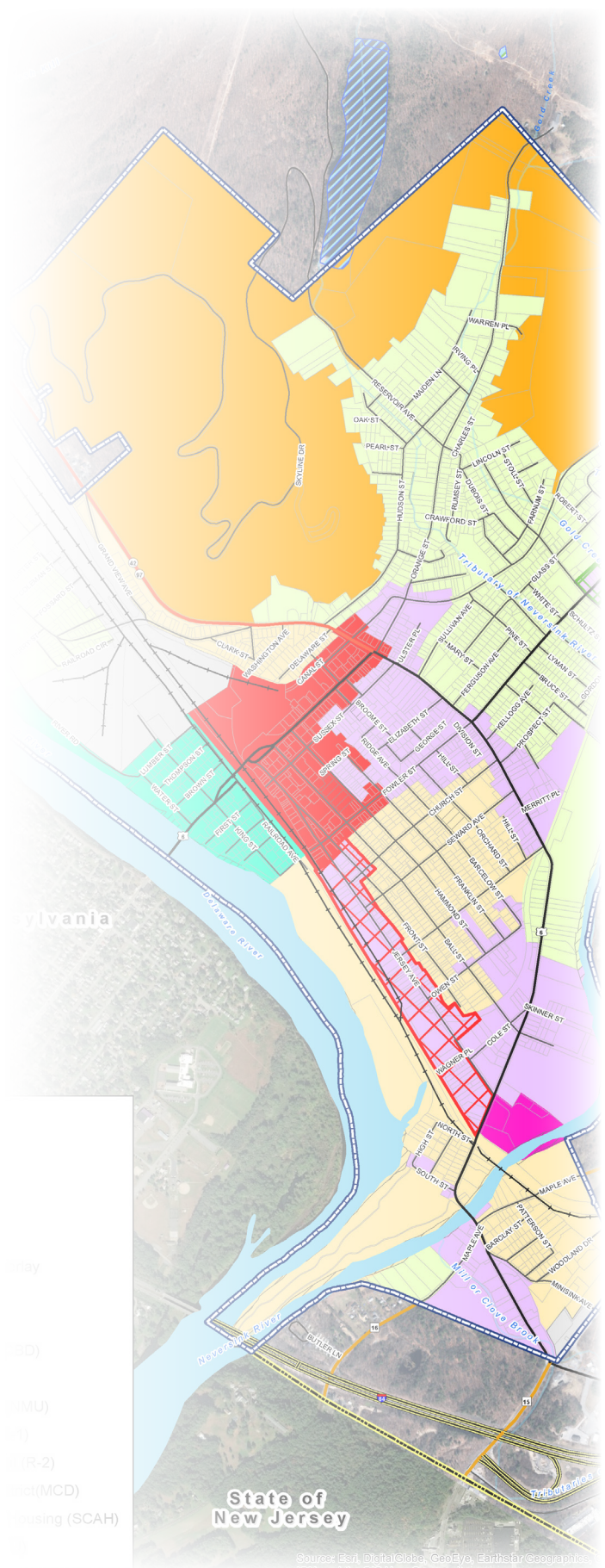


Exhibit B – Insurance

Per provision 3.01.A of this Agreement, the kinds and amounts of insurance required are as follows:

- a) A policy or policies providing protection for employees of the CONSULTANT in the event of job-related injuries, generally referred to as "Worker's Compensation Insurance".
- b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.
- c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000
Products - Comp/Op Agg.	\$2,000,000	Damage to Rented Premises	\$100,000
Personal/Adv. Injury	\$1,000,000	Medical Expense	\$5,000

- d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence	Aggregate
\$1,000,000	\$1,000,000

- e) Professional Liability Insurance, when applicable, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars (\$1,000,000).